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*Attorneys for Debtors and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in the lead case,  
No. 19-30088 (DM)*

Bankruptcy Case No. 19-30088 (DM)

Chapter 11

(Lead Case) (Jointly Administered)

**STIPULATION BETWEEN THE  
DEBTORS AND THE COUNTY OF  
CONTRA COSTA CONCERNING  
OIL PIPELINE ORDINANCE NO. 1827  
AND RELATED AGREEMENT**

[No Hearing Requested]

This stipulation and agreement for order (“**Stipulation and Agreement for Order**”) is entered into by PG&E Corporation and Pacific Gas and Electric Company, as debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and the County of Contra Costa (“**Contra Costa**”). The Debtors and Contra Costa are referred to in this Stipulation and Agreement for Order collectively as the “**Parties**,” and each as a “**Party**.” The Parties hereby stipulate and agree as follows:

#### RECITALS

A. On March 17, 2020, the United States Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”) entered an Order (the “**Solicitation Procedures Order**”) that, among other things, approved the disclosure statement for the *Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of Reorganization dated March 16, 2020* (as amended, modified, or supplemented on May 22, 2020 [Docket No. 7521] and may be further amended, modified, or supplemented from time to time, and together with all exhibits and schedules thereto, the “**Plan**”). In accordance with the Solicitation Procedures Order, the Debtors commenced solicitation of their Plan on or about March 30, 2020, and the hearing to consider confirmation of the Plan commenced on May 27, 2020.

B. Consistent with the provisions of the Plan, on May 1, 2020, the Debtors filed that certain *Notice of Filing of Plan Supplement in Connection with Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of Reorganization dated March 16, 2020* [Docket No. 7037] (the “**Plan Supplement**”). The Debtors’ proposed schedule of executory contracts and unexpired leases to be rejected under the Plan (the “**Schedule of Rejected Contracts**”<sup>1</sup>) was set forth as Exhibit A to the Plan Supplement.

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<sup>1</sup> Capitalized terms used but not herein defined have the meanings ascribed to such terms in the Plan or the Schedule of Rejected Contracts, as applicable.

C. Consistent with the provisions of the Plan, and as set forth in the Schedule of Rejected Contracts and the related notices served on counterparties to any agreements listed in the Schedule of Rejected Contracts, any objection by a counterparty to an executory contract or unexpired lease to any matter pertaining to rejection under section 365 of the Bankruptcy Code (each, an “**Objection**”) was required to be filed, served, and actually received by the Debtors before the deadline set to file objections to confirmation of the Plan, at 4:00 p.m. (Prevailing Pacific Time) on May 15, 2020 (the “**Objection Deadline**”). The Parties stipulated and the Court ordered the deadline for Contra Costa to file and serve an Objection to the rejection of its executory contracts be extended through 4:00 p.m. (Prevailing Pacific Time) on June 8, 2020 [Docket No. 7770].

D. The Schedule of Rejected Contracts lists two agreements with Contra Costa County. Both agreements relate to an oil pipeline (the “**Agreements**”), which is defined in that certain CPUC Decision 05-07-16 Opinion Granting Consolidated Applications dated July 21, 2005, as the “**Pipeline Assets**”, and described in the Debtors’ records as having the following dimensions:

Pipe Size (in)	Location	Public (ft)	Private (ft)
12	Unincorporated	280	12,910
16	Unincorporated	23,760	89,490

**NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES HEREBY AGREE AND JOINTLY REQUEST THE COURT TO ORDER, THAT:**

1. Exhibit A, page 11, of the Schedule of Rejected Contracts is hereby deemed to be amended to remove the following items relating to the Agreements:

Non debtor Counterparty name	Match ID	Contract ID	Debtor Name	Address	Title of Agreement
County of Contra Costa	1003605	CRPSECFRN_00537	Pacific Gas and Electric Company	2467 Waterbird Way Martinez, Ca 94553	Oil Pipeline Ordinance 1827

County of Contra Costa	1003605	CRPSECFRN_00542	Pacific Gas and Electric Company	2467 Waterbird Way, Martinez, Ca 94553	Oil Pipeline Ordinance No. 1827
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2. The Agreements shall not be assumed or rejected by the Debtors or Reorganized Debtors under the Plan and Contra Costa expressly waives any and all right to assert that the Agreements have been assumed by the Debtors or Reorganized Debtors under Section 8.1 of the Plan or otherwise. The Parties further agree that the Pipeline Assets were transferred from the Debtors to a third party in approximately 2005. As such, Contra Costa acknowledges and agrees that the Debtors are not subject to, and Contra Costa hereby waives and releases the Debtors from, any and all fees, costs, expenses, claims, rights, or other obligations arising under, or relating to, the Agreements.

3. This Stipulation shall constitute the entire agreement and understanding of the parties relating to the subject matter hereof and shall supersede all prior agreements and understandings relating to the subject matter hereof.

4. This Stipulation may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

5. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or controversies arising from this Stipulation.

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Dated: June 5, 2020

WEIL, GOTSHAL & MANGES LLP  
KELLER BENVENUTTI KIM LLP

/s/ Matthew Goren  
Matthew Goren

*Attorneys for Debtors  
and Debtors in Possession*

Dated: June 5, 2020

LAMB & KAWAKAMI LLP

/s/ Barry S. Glaser  
Barry S. Glaser

*Attorneys for the County of Contra Costa*